

**ECONOMIC PRICE ADJUSTMENT - STANDARD SUPPLIES**

- (a) The Seller warrants that the unit prices stated herein at the effective date hereof are not in excess of the Seller's applicable established prices in effect on the order date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, (2) meets the criteria of subsection 15.804-3 of Federal Acquisition Regulation (FAR), and (3) is the net price after applying any standard trade discounts offered by the Seller.
- (b) The Seller shall promptly notify Bettis of the amount and effective date of each decrease in any applicable established price. Each corresponding order unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Seller's established price, and this order shall be modified accordingly. The Seller shall certify (1) on each invoice that each unit price stated in it reflects all decreases required by this article or (2) on the final invoice that all required price decreases have been applied as required by this article.
- (c) If the Seller's applicable established price is increased after the order date, the corresponding order unit price shall be increased, upon the Seller's written request to Bettis, by the same percentage that the established price is increased, and the order shall be modified accordingly, subject to the following limitations:
  - (1) The aggregate of the increases in any order unit price under this article shall not exceed ten percent of the original order unit price.
  - (2) The increased order unit price shall be effective (i) on the effective date of the increase in the applicable established price if Bettis receives the Seller's written request within ten days thereafter or (ii) if the written request is received later, on the date Bettis receives the request.
  - (3) The increased order unit price shall not apply to quantities scheduled under the order for delivery before the effective date of the increased order unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Seller.
  - (4) No modification increasing an order unit price shall be executed under this paragraph (c) until Bettis verifies the increase in the applicable established price.
  - (5) Within 30 days after receipt of the Seller's written request, Bettis may cancel, without liability to either party, any undelivered portion of the order items affected by the requested increase.
- (d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Seller shall continue deliveries according to the order delivery schedule, and Bettis shall pay for such deliveries at the order unit price, increased to the extent provided by paragraph (c) above.